

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

|                         |   |                              |
|-------------------------|---|------------------------------|
| ROWENA WAGNER,          | ) | Civil Action No. 04-264 ERIE |
|                         | ) | Judge Sean J. McLaughlin     |
| Plaintiff               | ) |                              |
|                         | ) |                              |
| v.                      | ) | ELECTRONICALLY FILED         |
|                         | ) |                              |
| CRAWFORD CENTRAL SCHOOL | ) |                              |
| DISTRICT, et al.        | ) |                              |
|                         | ) |                              |
| Defendants              | ) |                              |

**PETITION TO ENFORCE SETTLEMENT AGREEMENT**

AND NOW come Defendants Crawford Central School District, Crawford Central School Board, Michael E. Dolecki, Superintendent, and Charles E. Heller, III, Assistant Superintendent, ("District Defendants") by and through their attorneys Knox McLaughlin Gornall and Sennett, P.C., and file the within Petition to Enforce Settlement Agreement, stating in support thereof the following:

1. On January 12, 2006, Plaintiff, Rowena Wagner, through her attorney, Caleb Nichols, who was acting with her express authority, agreed to settle the above-captioned case for a commitment of future employment by Crawford Central School District, a \$10,000 payment toward Plaintiff's attorney's fees, and other specific terms and conditions that are more completely set forth in the transcript of the settlement conference conducted by the Court, in exchange for which Ms. Wagner agreed to discontinue this suit and execute a global release in favor of the District Defendants.
2. On January 13<sup>th</sup>, the Court noted the parties' settlement, ordered that the case be marked administratively closed and that a stipulation of dismissal be filed pursuant to Fed.R.Civ.P. 41.
3. Ms. Wagner refuses to execute the settlement agreement prepared by the undersigned counsel for the District Defendants and/or a Rule 41 discontinuance for which she has offered no legally significant explanation.

4. Any claim by Plaintiff that her counsel, Caleb Nichols, lacked her authority to settle for the January 12<sup>th</sup> terms should be dismissed as not credible in light of the circumstances of record.

5. Under the controlling law, as more fully described and applied in Defendants' brief, the settlement agreement is a valid contract and must be upheld.

WHEREFORE, for the above reasons and for those stated in the accompanying brief, which is incorporated herein, the District Defendants, Crawford Central School District, Crawford Central School Board, Michael E. Dolecki, Superintendent, and Charles E. Heller, III, Assistant Superintendent, respectfully request that the settlement agreement between Plaintiff, Rowena Wagner, and the District Defendants, which was reduced to record on January 12, 2006, be enforced as valid and binding on all parties, that Plaintiff, Rowena Wagner, be ordered to execute the settlement agreement prepared by the District Defendants and that she thereafter file an appropriate voluntary discontinuance, with prejudice, pursuant to Rule 41(a)(1)(ii).

Respectfully submitted,

KNOX McLAUGHLIN GORNALL &  
SENNETT, P.C.

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